# NOTIFICATION OF STATEWIDE CONTRACT

December 6, 2012

CONTRACT TITLE: Document Destruction & Disposal Services

CURRENT CONTRACT PERIOD: January 1, 2013 through December 31, 2013

BUYER INFORMATION: Leslie Kemna

(573) 751-4887

Leslie.kemna@oa.mo.gov

	Original Contract Period	Potential Final Expiration
RENEWAL INFORMATION	January 1, 2012 through December 31, 2012	December 31, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

#### THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <a href="http://www.oa.mo.gov/purch">http://www.oa.mo.gov/purch</a>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C311159001	2621708240 2	Purchase Records Destruction 9202 South Northshore Dr, Suite 201 Knoxville TN 37922 Contact: Marty Holm Phone: (770) 771-6321 Fax: (770) 218-0057 Email: martyh@3gsshredding.com	No	No

#### Counties Awarded:

**Central Region** – Carroll, Chariton, Randolph, Monroe, Saline, Howard, Boone, Audrain, Callaway, Montgomery, Pettis, Cooper, Moniteau, Cole, Osage, Gasconade, Benton, Morgan, Miller, Maries, Camden, Pulaski, Phelps, Laclede, and Dent Counties

**Southeast Region** – Iron, Madison, Bollinger, Cape Girardeau, Reynolds, Shannon, Wayne, Stoddard, Scott, Oregon, Carter, Butler, Mississippi, Ripley, New Madrid, Pemiscot, and Dunklin

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C311159002	4318302640 1	Shred-It 4801 Park 370 Boulevard Hazelwood MO 63042 Contact: Jason Shaw Phone: (314) 787-2865 Fax: (314) 995-9901 Email: jshaw@shredit.com	WBE	Yes

#### Counties Awarded:

**Northeast Region** – Mercer, Putnam, Schuyler, Scotland, Clark, Grundy, Sullivan, Adair, Knox, Lewis, Livingston, Linn, Macon, Shelby, Marion, and Ralls

**Greater St. Louis Region** – Pike, Lincoln, Warren, St. Charles, St. Louis, Franklin, Jefferson, Crawford, Washington, St. Francois, Ste. Genevieve, and St. Louis City

•	C311159003	4811976420 0	Shred-It			
			10900 Lackman Rd Lenexa KS 66219 Contact: Darren Griffith Phone: (913) 307-9400 Fax: (913) 307-9401 Email: dgriffith@shredit.com	No	Yes	

#### Counties Awarded

Northwest Region – Atchison, Nodaway, Worth, Harrison, Holt, Andrew, Gentry, Dekalb, Daviess, Buchanan, Clinton and Caldwell

Greater Kansas City Region – Platte, Clay, Ray, Jackson, Lafayette, Cass, Johnson, Bates, and Henry Southwest Region – Vernon, St. Clair, Hickory, Dallas, Barton, Cedar, Polk, Dade, Jasper, Lawrence, Greene, Webster, Wright, Texas, Newton, Barry, Stone, Christian, Douglas, Howell, McDonald, Taney, and Ozark

# STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/01/13 – 12/31/13	12/06/12	Renewed all contracts.
01/01/12 - 12/31/12	07/01/11	Initial issuance of new statewide contract

The Division of Purchasing and Materials Management has awarded Contracts C311159001 through C311159003 in accordance with the following requirements:

#### 1.1 General Requirements:

- 1.1.1 The contractor shall provide document destruction and disposal services for any agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- 1.1.2 The contractor shall destroy and dispose of documents, which shall include, but not necessarily be limited to, any or all of those items listed on Attachment 1. For purposes of this document, the term "documents" shall be used to define those items to be destroyed.
- 1.1.3 The contractor shall perform all services during normal State of Missouri hours, which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays.
- 1.1.4 The contractor shall perform all services to the sole satisfaction of the state agency.
- 1.1.5 The contractor shall understand that the state agency or designee shall, at any time throughout the contract, accompany the contractor during any collection, hauling, weighing, or destruction process being conducted by the contractor. The contractor shall not restrict or in any way limit the state agency's right or ability to oversee any and all services provided by the contractor.
- 1.1.6 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency at its own discretion, to obtain alternate services elsewhere.
- 1.1.7 Cooperative Procurement Program If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide document destruction and disposal services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <a href="http://www.moga.mo.gov/statutes/c000-099/0670000360.htm">http://www.moga.mo.gov/statutes/c000-099/0670000360.htm</a>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

### **1.2** Specific Requirements:

- 1.2.1 The contractor shall perform document destruction services on-site at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.2.2 The contractor shall provide the document destruction services by no later than five (5) working days after a request for service is made, or by the date mutually agreed upon between the state agency and the contractor. The state agency shall request services by telephone, fax, or other method as agreed upon between the contractor and each state agency.
- 1.2.3 The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection of documents on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with each state agency and designee in seeking and obtaining the arrangements and methods of collection.
- 1.2.4 If requested by the state agency, the contractor shall supply locked security containers for the collection of documents in the size(s) and quantity specified by the applicable state agency. The contractor shall provide all containers free of charge.

- a. Each container shall have a drop-slot and a key-locked deadbolt. The contractor shall place each container in the location requested by the state agency, provided that placement is in accordance with applicable fire codes.
- b. The contractor shall clearly mark containers for their intended use.
- c. The contractor shall not limit the number of containers at any particular state agency site. However, if containers are requested, the state agency estimates that approximately one (1) 40-45 gallon, or estimated size of 36" x 20" x 19.5", container may be required for every 25-30 employees. The state agency designee shall notify the contractor if it is determined that different sizes or additional containers are required. The contractor shall coordinate and work in good faith with each state agency and designee in determining the number and size of containers required.
- d. The contractor shall retain ownership of the containers. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the contractor.
- 1.2.5 In most cases, documents to be destroyed will be in a locked storage area at the state agency facility. Therefore, the contractor, with accompaniment by a state agency designee, shall transport the documents on carts or other method from each storage area to the contractor's truck on-site. The contractor shall load and unload all documents without assistance from state agency personnel.
  - a. The contractor shall handle and transport all documents in covered containers to insure that no record is lost or mislaid en route.
    - 1) In the event the state agency does not have the documents in covered container(s), the contractor shall make every effort to ensure that no record is lost or mislaid en route.
  - b. If requested, the contractor shall remove and/or dispose of all cardboard boxes that were used to contain the documents. The contractor is encouraged to reuse or recycle all cardboard boxes.
- 1.2.6 The contractor shall collect all documents from an identified location, weigh all documents using a certified scale, destroy completely, and provide the state agency with a Certificate of Destruction and weigh ticket. At a minimum, the Certificate of Destruction must include the name and address of the state agency facility, date of service, description and weight of documents destroyed, service representative name, and truck number.
  - a. The contractor shall destroy all documents to a maximum size of no greater than particles one square inch. However, if requested by the state agency and if the contractor is capable (as specified in Exhibit B), the contractor shall destroy documents to a maximum size of 5/16".
  - b. The contractor shall clean up the immediate document destruction area and ensure that all loose material particles collected and removed each time document destruction services are performed.
- 1.2.7 Confidentiality: Due to the sensitivity of the documents being destroyed, the contractor shall not disclose any information obtained from the documents in the event the contractor observes any such documents during the course of pick up and document destruction. Furthermore, to the extent the contractor may have access to any report, tax return, or other information received by a state agency in connection with the administration of the tax laws of the State, the contractor specifically shall comply with the Missouri Revised Statutes, Section 32.057. Any person making unlawful disclosure of information in violation of such section shall, upon conviction, be guilty of a class D felony. Therefore, as the need for confidentiality dictates, the contractor shall agree and understand that either of the following may be required; however, the determination of what is required shall rest solely on the state agency designee.
  - a. The state agency designee shall witness the destruction of the confidential documents.

- b. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- c. The contractor shall submit a letter to the applicable state agency office guaranteeing that the confidentiality of all such documents were maintained from the time of collection until the documents were destroyed and that none of the documents were read or copied by the contractor or contractor's personnel prior to such destruction.
- d. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 1.2.8 The contractor's personnel assigned to perform services under the contractor must, at all times, wear a photo ID badge and uniform, which reflects the contractor's company name. In addition, the contractor's personnel shall sign in and out on a log provided by each state agency.
  - a. The contractor shall sign a signature log each time services are required to attest that all confidential documents have been destroyed. The signature log should have the date, time, and location when document destruction was completed and must also be countersigned by the state agency designee. The signature log must be maintained at each participating state agency and made available for federal/state audit purposes.
- 1.2.9 The contractor and each of the contractor's personnel assigned to work with confidential documents must have a security clearance approved by the utilizing state agency and sign a statement of confidentiality guaranteeing non-disclosure of information in order to provide services under the contract.
  - a. The contractor must obtain each of the required security clearances from the State Highway Patrol.
  - b. The confidentiality statement shall be designed, implemented, and maintained by the contractor.
- 1.2.10 If requested, the contractor shall replace any personnel with whom the state agency is not satisfied.
- 1.2.11 The contractor shall recycle destroyed documents that are recyclable. As an incentive for the contractor to lower prices, the contractor may keep all funds received from the sale of the recyclable documents stated herein.
- 1.2.12 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

#### 1.3 Reporting and Financial Requirements:

- 1.3.1 Monthly Report: By no later than the 15<sup>th</sup> of each month, the contractor shall submit a monthly report to the Recycling Coordinator as specified below:
  - a. The monthly report must contain the following information from the document destruction activities from the prior month:
    - 1) Name and Address of the state agency
    - 2) Date of Service
    - 3) Weight of documents destroyed
    - 4) Actual number of pounds of destroyed documents recycled
  - b. Immediately after contract award, the Recycling Coordinator shall provide the contractor with the actual monthly report to be used. A sample of the monthly report is provided herein as Attachment 2.

- 1.3.2 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <a href="https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.">https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.</a>
  - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

- 1.3.3 Invoicing The contractor shall submit an invoice by no later than the 15<sup>th</sup> day of the following month to each participating state agency for which services were provided during the month.
  - a. Each invoice shall be itemized by date of service, number of pounds of documents destroyed, the applicable firm, fixed price per pound, and the total invoice amount.
    - 1) If the minimum charge is not met for document destruction services, the contractor may invoice the minimum charge amount (instead of the firm, fixed price per pound) in accordance with the Pricing Page.
    - 2) The applicable firm, fixed price per pound shall be determined based upon the total weight of the destroyed documents.
- 1.3.4 Payments For each trip to a state agency facility, the contractor shall be paid for each pound of documents destroyed in accordance with the applicable firm, fixed price stated on the Pricing Page. In the event the total payment due the contractor is less than the applicable firm, fixed minimum charge stated on the Pricing Page, the contractor shall be paid the minimum charge instead of being paid based on the per pound price. However, if the total payment due the contractor is greater than the applicable firm, fixed minimum charge stated on the Pricing Page, the contractor's payment shall be based solely on the per pound price.
  - a. Each state agency shall be solely responsible for payment for only those services requested by the state agency.
  - b. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

#### 1.4 Other Contractual Requirements:

- 1.4.1 Contract A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
  - a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.4.2 Contract Period The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.4.3 Renewal Periods If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
  - a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.4.4 Termination The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

#### 1.4.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
  - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

- 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 1.4.6 Contractor Liability The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
  - a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.4.7 Insurance The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.
- 1.4.8 Subcontractors Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
  - a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who

violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 4) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 1.4.9 Substitution of Personnel The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

#### 1.4.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, <u>Business Entity Certification</u>, <u>Enrollment Documentation</u>, and <u>Affidavit of Work Authorization</u> affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, <u>Business Entity Certification</u>, <u>Enrollment Documentation</u>, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 1.4.11 Contractor Status The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime,

- etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 1.4.12 Coordination The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.4.13 Property of State All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.4.14 Contractor Equipment Use Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 1.4.15 Commercial Drivers License The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 1.4.16 Participation by Other Organizations The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
  - a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
  - b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
    - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
    - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <a href="http://oa.mo.gov/purch/vendor.html">http://oa.mo.gov/purch/vendor.html</a> or another affidavit providing the same information.
- **1.5 Federal Funds Requirements -** The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 1.5.1 The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.
- 1.5.2 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
  - a. Uniform Administrative Requirements A-102 State/Local Governments; 2 CFR 215 Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
  - b. Cost Principles 2CFR 225 State/Local Governments (OMB Circular A-87); A-122 Not-For-Profit Organizations; A-21 Colleges and Universities; 48 CFR 31.2 For-Profit Organizations; 45 CFR 74 Appendix E Hospitals.
- 1.5.3 Steven's Amendment In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
  - a. The percentage of the total costs of the program or project which will be financed with Federal money;
  - b. The dollar amount of Federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.5.4 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 1.5.5 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.5.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- 1.5.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.5.8 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.5.9 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.5.10 Non-Discrimination and ADA The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - i. Missouri Governor's E.O. #05-30; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

#### 1.6 Business Associate Provisions:

- 1.6.1 Health Insurance Portability and Accountability Act of 1996, as amended The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
  - a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
    - 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
    - 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

- 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
  - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
  - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

#### 1.6.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 1.6.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations

in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

# 1.6.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 1.6.5 Expiration/Termination/Cancellation Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
  - a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6.6 Breach of Contract In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

# Purchase Record Destruction Contract C311159001 PRICING

(C/S Code: 92661)

CENTRAL REGION: which consists of the following counties: Carroll, Chariton, Randolph, Monroe, Saline, Howard, Boone, Audrain, Callaway, Montgomery, Pettis, Cooper, Moniteau, Cole, Osage, Gasconade, Benton, Morgan, Miller, Maries, Camden, Pulaski, Phelps, Laclede, and Dent

Line Item	Weight Category	Firm, Fixed Price Per Pound
010	0 - 500 lbs.	\$0.08
011	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
012	Minimum Charge	\$20.00

SOUTHEAST REGION: which consists of the following counties: Iron, Madison, Bollinger, Cape Girardeau, Reynolds, Shannon, Wayne, Stoddard, Scott, Oregon, Carter, Butler, Mississippi, Ripley, New Madrid, Pemiscot, and Dunklin

Line Item	Weight Category	Firm, Fixed Price Per Pound
019	0 - 500 lbs.	\$0.08
020	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
021	Minimum Charge	\$20.00

# Shred-It Contract C311159002 PRICING

(C/S Code: 92661)

NORTHEAST REGION: which consists of the following counties: Mercer, Putnam, Schuyler, Scotland, Clark, Grundy, Sullivan, Adair, Knox, Lewis, Livingston, Linn, Macon, Shelby, Marion, and Ralls

Line Item	Weight Category	Firm, Fixed Price Per Pound
004	0 - 500 lbs.	\$0.25
005	Over 500 lbs.	\$0.25
Line Item	Description	Firm, Fixed Minimum Charge
006	Minimum Charge	\$125.00

GREATER ST. LOUIS REGION: which consists of the following counties: Pike, Lincoln, Warren, St. Charles, St. Louis, Franklin, Jefferson, Crawford, Washington, St. Francois, Ste. Genevieve, and St. Louis City

Line Item	Weight Category	Firm, Fixed Price Per Pound
013	0 - 500 lbs.	\$0.00
014	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
015	Minimum Charge	\$20.00

# Shred-It Contract C311159003 PRICING

(C/S Code: 92661)

NORTHWEST REGION: which consists of the following counties: Atchison, Nodaway, Worth,
Harrison, Holt, Andrew, Gentry, Dekalb, Daviess, Buchanan, Clinton, and Caldwell

Line Item	Weight Category	Firm, Fixed Price Per Pound
001	0 - 500 lbs.	\$0.00
002	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
003	Minimum Charge	\$50.00

# GREATER KANSAS CITY REGION: which consists of the following counties: Platte, Clay, Ray, Jackson, Lafayette, Cass, Bates, and Henry

Line Item	Weight Category	Firm, Fixed Price Per Pound
007	0 - 500 lbs.	\$0.00
008	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
009	Minimum Charge	\$28.00

SOUTHWEST REGION: which consists of the following counties: Vernon, St. Clair, Hickory, Dallas, Barton, Cedar, Polk, Dade, Jasper, Lawrence, Greene, Webster, Wright, Texas, Newton, Barry, Stone, Christian, Douglas, Howell, McDonald, Taney, and Ozark

Line Item	Weight Category	Firm, Fixed Price Per Pound
016	0 - 500 lbs.	\$0.00
017	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
018	Minimum Charge	\$50.00

## **ATTACHMENT 1**

# POTENTIAL DOCUMENTS TO BE DESTROYED

The following materials shall be considered acceptable for document destruction and disposal services pursuant to the requirements of this document.

White and Colored Paper and cardstock (all grades and colors), including, but not limited to:	<ul> <li>Copier paper</li> <li>Computer paper</li> <li>Fax paper</li> <li>Ledger paper</li> <li>Card Stock</li> <li>NCR forms (carbonless)</li> <li>Road maps</li> </ul>		
All envelopes with or without adhesive labels and stamps, and with or without windows, including, but not limited to:	<ul><li>Regular 10#</li><li>Window</li><li>Kraft (brown)</li><li>White</li></ul>		
Adding Machine Tape			
Post-it Notes			
File Folders (manila)			
Copier paper (ream) wrappers			
Shredded paper	May be in bags		
Confidential materials	Boxed and marked as confidential		
Newsprint Paper and Publications, including, but not limited to:	<ul> <li>Newspapers</li> <li>City Telephone Books</li> <li>State Telephone Books</li> <li>Missouri State Statute Books and Revisions</li> </ul>		
Books or bound materials, regardless of quality of paper or type of binding			
Glossy and coated paper, including, but not limited to:	<ul> <li>Magazines</li> <li>Catalogs</li> <li>Junk Mail</li> <li>Sales Literature &amp; brochures</li> <li>Calendars</li> <li>Publications</li> </ul>		
Non-paper items, including, but not limited to:	<ul> <li>Paper clips</li> <li>Staples</li> <li>Spiral and GBC (plastic comb) bindings</li> <li>Rubber bands</li> </ul>		